

1.1 TERMS AND CONDITIONS

These Terms and Conditions are applicable to all events and activities owned, promoted or managed by Fly to the Past Ltd (The "Operators")

- 1.2 The laws of England and Wales govern all contracts of sale between The Operators and any other party (The "User"). Any dispute between the Operators and the User will be resolved exclusively in the courts of England and Wales.
- 2.1 WEBSITES: www.flytothepast.com / www.flytothepast.co.uk /www.francisrockliff.com

These three sites contain links to other sites on the internet that are owned and operated by third-party vendors and other third parties ("External Sites"). The Operators are not responsible for the availability of, or the content located on or through, any External Site.

2.2 The information, services, products and materials contained in these two sites, including, without limitation, text, graphics and links, are provided on an "as is" basis with no warranty. To the maximum extent permitted by law The Operators disclaim all representations and warranties, express or implied, with respect to such information, services, products, and materials, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and implied warranties arising from course of dealing or course of performance. In addition The Operators do not represent or warrant that any of the information accessible via these sites is accurate, complete or current.

3.1 EVENT TICKETS

All Admission Tickets to any of the Operators' events are non-refundable in all and any circumstances. Replacements for lost or stolen tickets cannot be issued.

- 3.2 The holder of an admission ticket (the "Ticket Holder") issued by the Operators is permitted entry to all areas of the event arena (including car parks) designated by the Organisers as being open to the public during the event (the "Showground"). In these Conditions, "Organisers" means The Operators, their consultants, servants and agents. The Ticket Holder shall not sell or transfer or attempt to sell or transfer this ticket to any third party without the Operators' prior consent.
- 3.3 The Ticket Holder acknowledges that the Showground is subject to strict security arrangements and that the Organisers may carry out security checks (including, but not limited to), checks of the Ticket Holder's person and vehicle and refuse entry to, or remove any person and/or vehicle from the Showground. The Ticket Holder shall at all times keep his or her belongings with him or her and comply with any instructions given by the Organisers or any other authority responsible for controlling the Showground. Failure to comply with any provision of these Conditions may result in eviction from the Showground.
- 3.4 The following items may not under any circumstance be brought onto the Showground: explosive substances or materials, pyrotechnics, offensive weapons and firearms (including replica or toy firearms), projectiles and similar devices; placards, flags, banners, signs, brochures and leaflets intended for distribution to the public; megaphones, amplifiers, loud speakers, lights and laser pointers; paint, chemicals, spray cans and other associated apparatus; bicycles, barbecues, birds or animals (including any within vehicles in the car parks) except guide dogs and any other item which, in the opinion of the Organisers, may cause personal injury or property damage, disruption to the event, public nuisance or inconvenience, offence or distress or security risks.
- 3.5 The Ticket Holder shall not without the Organisers' prior written consent sell, license, or otherwise exploit, or attempt to exploit, any material whether written or in the form of digital or photographic film, sound, video or other recording or computer software obtained or made at the Showground. The Ticket Holder agrees that the Organisers' remedies for breach of this condition shall not be limited to damages and may include all and any profits made as a result of such breach.
- 3.6 The Ticket Holder acknowledges that the Organisers and their respective servants, agents, independent contractors, consultants and sponsors shall have no liability whether in contract, in tort, for breach of statutory duty or otherwise for any loss or damage (howsoever caused) that the Ticket Holder may suffer as a result of gaining access to the Showground including, without limitation, any loss of contracts, loss of earnings, damage to property or any indirect, special or consequential loss or damage save in respect of death or personal injury directly resulting from the negligence of the Organisers and/or their respective servants, agents, independent contractors, consultants and/or sponsors.
- 3.7 The Organisers reserve the right at any time to cancel or postpone the event or to cancel, postpone or vary any event comprising part of the event. The Organisers shall not be responsible for any indirect or consequential loss, howsoever arising, including, without limitation, loss of profits or loss of contracts arising from such cancellation, postponement or variation. The Ticket Holder will not be entitled to a refund of any entrance fee paid if for any reason outside the Organisers' control the event does not take place or is curtailed in any way or postponed or the Ticket Holder is prevented from attending the event.
- 3.8 These Conditions may be modified by the Organisers by notice prominently displayed at the Showground during the event. These Conditions do not create, confer or purport to confer any benefit or right enforceable by any person not a party to them. If for any reason any provision of these Conditions is held to be invalid, illegal or unenforceable, such provision shall be severed and the remainder of the Conditions shall continue in full force and effect. These Conditions shall be governed by and construed in accordance with English law and the Ticket Holder agrees to submit to the exclusive jurisdiction of the English courts over any matter arising under or in connection with these Conditions.